MACHINE TOOL REBUILDING . CNC RETROFIT . REPAIR . LASER ALIGNMENT . CONTRACT MAINTENANCE



117 ELM STREET TERRE HAUTE, IND. 47807

TELEPHONE: 812-232-1912

FAX: 812-232-5664

WEBSITE: http://www.machinetoolservice.com

E-MAIL: sales@machinetoolservice.com

932567

August 20, 2004

Denise Mahoney, Enforcement Specialist

US EPA RECORDS CENTER REGION 5

US. Environmental Protection Agency Remedial Enforcement Support Section 77 West Jackson Boulevard SR-6J Chicago, IL. 60604-3590

Subject:

Request for Information, Re-Submitted

Dear Ms. Mahoney,

We at Machine Tool Service took your request for information very seriously and work for many hours gathering the information. Although it is unfortunate that this information has been misplaced, we are re-sending the information you have requested.

Please let us know if we can assist you further.

Best regards

Forrest L. "Jim" Perry

President

Phone:

812.232.1912

Fax:

812.232.5664

E-mail:

jim@machinetoolservice.com



MACHINE TOOL REBUILDING . CNC RETROFIT . REPAIR:

MACHINE TOOL SERVICE

INCORPORATED

TELEPHONE: 812-232-1912

FAX: 812-232-5664

7001 1940 0001 1812 0151

Denise Mahoney, Enforcement Specialist

US. Environmental Protection Agency Remedial Enforcement Support Section 77 West Jackson Boulevard SR-6J Chicago, IL. 60604-3590

Subject:

Request for Information, Notice of Non-Compliance

Dear Ms. Mahoney,

This letter is to inform you and confirm that Machine Tool Service did comply with the original request for information as stated within the term of the request. We have attached a photo copy of the Certified Mail receipt signed by your agent that appears to be (H.G.). We sent the information on December 15, 2003 and your agent signed for it on December 19, 2003.

We at Machine Tool Service took your request for information very seriously and work for many hours gathering the information. Although it is unfortunate that this information has been misplaced, we are willing to copy this information again and re-send it to you. If this needs to be done, please let us know.

Best regards,

Forrest L. "Jim" Perry

President

Phone:

812.232.1912

Fax:

812.232.5664

E-mail:

jim@machinetoolservice.com

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RTIFIED MAIL RECEIPT



117 ELM STREET TERRE HAUTE, IND. 47807

INCORPORATED

TELEPHONE: 812-232-1912

FAX: 812-232-5664

WEBSITE: http://www.machinetoolservice.com

E-MAIL: sales@machinetoolservice.com

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SE	CTION ON DEL	IVERY
 Complete items 1, 2, and 3. Also compitem 4 if Restricted Delivery is desired. Print your name and address on the re 	L i	HTECOMORIE PE	se Print Clearly	B. Date of Delivery
so that we can return the card to you. Attach this card to the back of the mai or on the front if space permits.	11	C. Signature	1	☐ Agent ☐ Address
Article Addressed to:		 D. Is delivery address If YES, enter deliver 	erv address belov	
CARLTON D CUFFMAN US ENVIRONMENTAL PROTECT REGION 5 (SR-6J)	TION AGY	DEC 1920	103	
77 WEST JACKSON BLVD CHICAGO, IL 60604-3590	_	3. Service Type ☐ Certified Mail ☐ Registered ☐ Insured Mail	☐ Express Ma ☐ Return Rece ☐ C.O.D.	il eipt for Merchandise
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MACHINE TOOL REBUILDING . CNC RETROFIT . REPAIR . LASER ALIGNMENT . CONTRACT MAINTENANCE



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November 20, 2003

Carlton D. Cuffman U.S. Environmental Protection Agency Region 5 (SR-s6-J) 77 West Jackson Blvd. Chicago, IL 60604-3590

Subject:

EPA, RFI, Machine Tools Service and Bi-State Products

Dear Mr. Cuffman.

We have received your request for information regarding the operation of our facility. We intend to fully cooperate with all information requested to the best of our ability. We are somewhat limited in our knowledge of past operations of this site, in that, we purchased this facility in January of 2000. Furthermore, we have no knowledge of the operating procedures of Bi-State Products other than, they were in the business of collecting used petroleum products and that during the 1980's that property was owned by the previous owner of Machine Tool Service, that in turn leased the property to Bi-State.

Machine Tool Service, Inc. was purchased from the estate of John V. Plenge (Deceased) and Hans K. Eilbracht by Forrest L. "Jim" Perry, Bruce W. Hines and Samuel G. Hoar. The continuing operation rebuilds, retrofits and repairs machine tools for manufacturing companies.

During the rebuild process we use limited quantities of lubricates for machine testing. These lubricates are then drained from the machine prior to shipment. These lubricates are then reused for the next project. At such time the lubricates can not be reused, it is disposed of through Heritage-Crystal Clean, LLC, Indianapolis, IN. A list of these lubricates and cleaning supplies will be submitted with this report and MSDS sheets are available upon request. In accordance with IDEM, we have been classed as "Conditionally Exempt Small Quantity" because of the usage rate of these products. Our IDEM, RCRA/ I.D. # is INR000023416 for your reference.

We are very concerned that our property is being investigated for possible contaminates and hope to resolve any and all issues promptly. Please feel free to



MACHINE TOOL SERVICE

U. S. Environmental Protection Agency November 20, 2003 Page 2 of 2

contact us for additional information and request that you keep us informed to the progress to resolve these issues.

Best regards,

F.L. Jim Perrý President

Phone:

812.232.1912

Fax:

812.232.5664

E-mail:

jim@machinetoolservice.com

american title insurance company

COMMITMENT NUMBER 02 __ 125319



FILE NO. 259-90

SCHEDULE A

1.	Effective date: March 20, 1990, at 7:00 A.M.	
2.	Policy or Policies to be issued: (a) X ALTA Owner's Policy Form A-1970 (Amended 10-17-70) ALTA Owner's Policy Form A-1970 (Rev. 10-17-70 and 10-17-84) ALTA Owner's Policy Form B-1970 (Amended 10-17-70) ALTA Owner's Policy Form B-1970 (Rev. 10-17-70 and 10-17-84) ALTA Residential Policy — One to Four Family — 1979 ALTA Leasehold Owner's Policy — 1975 ALTA Leasehold Owner's Policy — 1975 (Rev. 10-17-84)	Amount \$To be Determin
	Proposed Insured: VALVOLINE, INC., a Kentucky Corporation	-
	(b) ALTA Loan Policy (Amended 10-17-70) ALTA Loan Policy (Rev. 10-17-70 and 10-17-84) ALTA Leasehold Loan Policy — 1975 ALTA Leasehold Loan Policy — 1975 (Rev. 10-17-84) ALTA Construction Loan Policy — 1975 ALTA Construction Loan Policy — 1975 (Rev. 10-17-84)	\$
	Proposed Insured:	
3.	The estate of interest in the land described or referred to in this Commitme	ent and covered herein
	Fee Simple (Identify estate covered, i.e. Fee, Leasehold, etc.)	
4.	Title to the Fee Simple estate or interest in said land is at the effect	ctive date hereof vested
5.	MACHINE TOOL SERVICE, INC. an Indiana Corporation Contract Purchasers: PAUL K. CARSON and DAVID E. CARSON, te The land referred to in this Commitment is described, as follows:	nants in common
	Lots 1, 2, 3, 6, 7, and 8 in Block 7 in Linton's Addition, a of the Original Out Lots of the City of Terre Haute, Vigo Coun	
Co	ountersigned: BLOOMINGTON ABSTRACT COMPANY, INC., AUTHORIZED SIGNATORY	
	Martha E. Sims, President	

FORM T-657 (A) (5/85)

american title insurance company

COMMITMENT NUMBER 02__ 125319

File No. 259-90

SCHEDULE B I (Requirements)

- 1. The following are the requirements to be complied with:
 - 1. Payment to, or for the account of, the sellers or mortgagors of the full consideration for the estate or interest to be insured.
 - 2. Instruments in insurable form which must be executed, delivered and duly filed for record:
 - (a) Corporate Warranty Deed executed by MACHINE TOOL SERVICE, INC., an Indiana Corporation, to Contract Purchasers, PAUL K. CARSON and DAVID E. CARSON, as tenants in common, with Vendor's Affidavit. Said Affidavit need not be recorded, but an executed copy of same returned to Bloomington abstract Company, Inc.
 - (b) Warranty Deed executed by said PAUL K. CARSON and DAVID E. CARSON, conveying subject property to VALVOLINE, INC., a Kentucky Corporation, along with A Vendor's Affidavit. SAid Affidavit need not be recorded, but an executed copy of same returned to Bloomington Abstract Company, Inc., for issuance of Final Policy.
 - 3. Evidence that all of the terms and conditions as set out in the Real Estate Contract by and between MACHINE TOOL SERVICE, INC., and PAUL K. CARSON and DAVID E. CARSON, as tenants in common, dated June 2, 1987, and recorded June 8, 1987 in Miscellaneous Record 194 at page2 in the office of the Recorder of Vigo County, Indiana, have been satisfied. (Note: The Corporate Warranty Deed set out in Item 2 (a) above, when delivered and accepted for recording, will satisfy this requirement.

FORM T-657 (BI) (5/85)

American Title Insurance Company

A Meridian Company

COMMITMENT NUMBER 02-125319

File No. 259-90

SCHEDULE B II (Exceptions)

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

- Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the
 public records or attaching subsequent to the effective date hereof but prior to the date the
 Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by
 this Commitment.
- 2. All assessments and taxes for the year 19 88, and all subsequent years.
- 3. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 4. Any encroachments, easements, measurements, variations in area or content, party walls or other facts which a correct survey of the premises would show.
- 5. Rights or claims of parties in possession not shown by the public records.
- 6. Roads, ways, streams or easements, if any, not shown by the public records, riparian rights and the title to any filled-in lands.
- 7. The following "interloper" deeds:
 - a) Quit Claim Deed executed by THE PENN CENTRAL CORPORATION, to LYMAN M. ROBERTS SR., and PEGGY J. ROBERTS, Conveying all of Lot 7 in Block 7 of Linton's Addition to herre Haute, as shown in Deed Record 296, page 136 in the office of the Recorder of Vigo County, Indiana, dated September 2, 1982 and recorded March 7, 1984.
 - (b) Tax Title Deed executed by the Auditor of Vigo County, Indiana, dated Aug. 25, 1986, conveying "Lintons Add A Tri Pce 50.3' x 49.4' E Prt Lot 6 BLK 7", to NELLIE PORTER. Said deed was transferred for taxes, but not recorded in the office of the Recorder of Vigo County.
 - c) A subsequent Warranty Deed executed by NELLIR PORTER to JAMES R. WHITAKER and DOROTHY L. WHITAKER, conveying the property as set out above, dated April 20, 1988 and recorded May 9, 1988 in Deed Record 414, page 23 in the office of the Recorder of Vigo County, Indiana.

As to the above described "interloper" deeds, the policy to be issued in Connection herewith will insure against loss or damage suffered by the insured by reason of a final judgment of a Court of competent jurisdiction divesting the insured of an interest in the insured premises and vesting the same in the Grantees set out in said deeds.

(Cont'd. on next page)

FORM T-657 (B11) (5/85)

American Title Insurance Company

CONTINUATION SHEET

FILE No. 259-90

COMMITMENT POERSY NO. 02-125319

SCHEDULE B II (Cont'd.)

8. TAXES for the year 1988, due and payable in the year 1989, as to Lots Nos. 6-8 in Linton's Add., as shown by Parcl No.(18) 06-21-201-005-02 are PAID in the sum of \$112.63 @ Installment, due in May and Nov. - on Assessed Value of land of \$1610 (No Improvements).

TAXES for the year 1988, due and payable in 1989, as to Lots Nos.1-3, as shown by Parcel No. (18)-06-21-201-006-02, ate PAID in the sum of \$758.30 @ installment on Assessed Value of Land of \$1610 + Improvements of \$9230.

TAXES for the year 1989, due and payable in 1990 are a lien, the amount of which is not yet ascertainable.

Initialed for Identification

FORM T-426 (8/83)

DULY ENTERED FOR TAXATION

May 12 1982

WARPANTY DEED

THIS INDENTURE WITNESSETH, That

and

husband and wife. ("Grantor") CONVEY(S) AND WARRANT(3) to Machine Tool Service, Inc., an Indiana Corporation, of Vigo County, in the State of Indiana, for the sum of One (\$1.00) Dollar and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Vigo County, in the State of Indiana.

Lots 1, 2, 3, 6, 7 and 8 in Block 7 in Linton's Addition, a subdivision of Out Lot 2 of the Original Out Lots of the Town, now Ciy of Terre Haute, in Vigo County Indiana.

Possession to be given upon the delivery of this deed.

Real estate taxes to be prorated to date of deed.

This conveyance is made subject to the Mortgage executed by the Grantors herein, as Mortgagors, to Terre Haute First National Bank of Vigo County, Indiana, as Mortgagee, dated April 16, 1979, and recorded in Mortgage Record Q-18, page 705-1, in the Office of the Recorder of Vigo County, Indiana, which Mortgage the Grantee assumes and agrees to pay.

IN WITNESS WHEREOF, Grantor has executed this deed this 12th day of

May . 1982.

STATE OF INDIANA)

Pefore me, a Notary Public in and for said County and state, personally appeared husband husband and wife, who acknewledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 12th day of May .

1982.

My Commission Expires: Notary Public in and for said County and state, personally and wife, who acknewledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

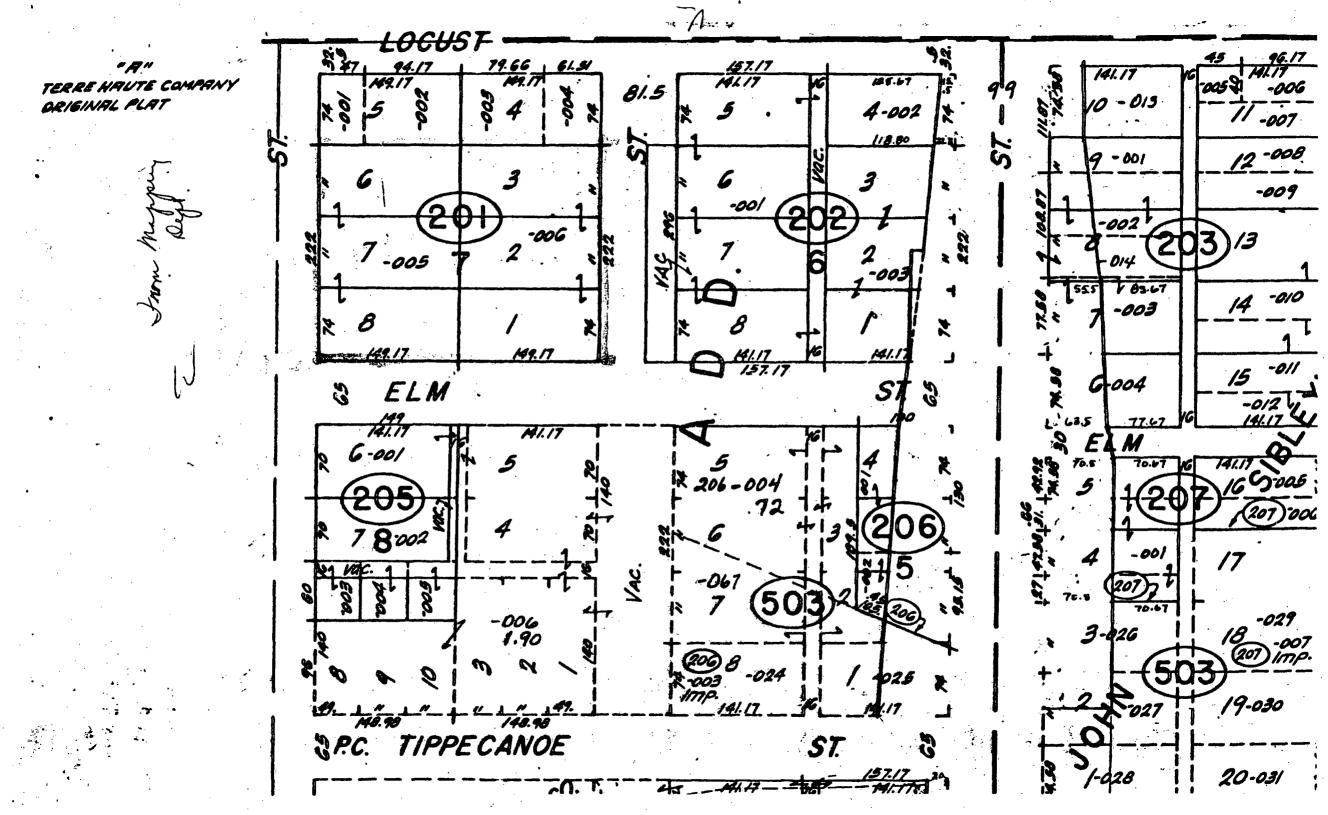
Witness my hand and Notarial Seal this 12th day of May .

Notary Public Virginia L. Myers Residing in Vigo County, Indiana .

Notary Public Virginia L. Myers Residing in Vigo County, Indiana .

Warren R. Everett, Attorney at Law.

RECEIVED FOR RECORD THE 12 DAY OF 5 1982AT 11 O'CLOCK AM RECORD 390 PAGE 222 WILLIAM BRAMBLE, RECORDER



Deed Record 396

Page (136)

THE PENN CENTRAL CORPORATION CERTIFICATE OF AUTHORITY

I, G.C. HOLPP, the SENIOR ASSISTANT SECRETARY of The Penn Central Corporation HEREBY CERTIFY as follows:

- (1) The sale by The Penn Central Corporation (Corporation) of the following described real estate: A parcel of land containing 0.24 of an acre adjoining Conrail tracks and located east of Water Street in the City of Terre Haute, Vigo County, Indiana, to Lyman M. Roberts, Sr. and Peggy J. Roberts for a consideration of \$1,750.00 has been duly authorized on behalf of the Corporation.
- (2) Richard D. Jordan is director, Property Sales Administration and Joseph J. Supon is Director of Leased Property and Special Sales, of this Corporation, and either of such officers is authorized to execute on behalf of the Corporation original agreements, contracts, deeds, leases, licenses, or other documents necessary or desirable to effectuate the foregoing sale.
- (3) The authorizations described in the foregoing paragraphs (1) and (2) are in full force and effect.

WITNESS my hand and the corporate seal of said THE PENN CENTRAL CORPORATION, at Philadelphia, Pa. this 2nd day of September, 1982.

G. C. Holpp

G. C. HOLPP (SEAL)

-over-

THIS INDENTURE WITNESSETH, that THE PENN CENTRAL CORPORATION, a Pennsylvania corporation, having an office at 1700 Market Street, Philadelphia, Pennsylvania 19103, hereinafter referred to as the Grantor, for and in consideration of the sum of ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$1,750.00) paid to the said Grantor, the receipt of which sum is hereby acknowledged. quitclaims to LYMAN M. ROBERTS, SR. and PEGGY J. ROBERTS, whose mailing address is 669 North Water Street, Terre Haute, Indiana 47807, hereinafter referred to as the Grantee, all the right, title and interest of the said Grantor, of, in and to the premises described in Schedule "A" attached hereto and made a part hereof.

SCHEDULE "A"

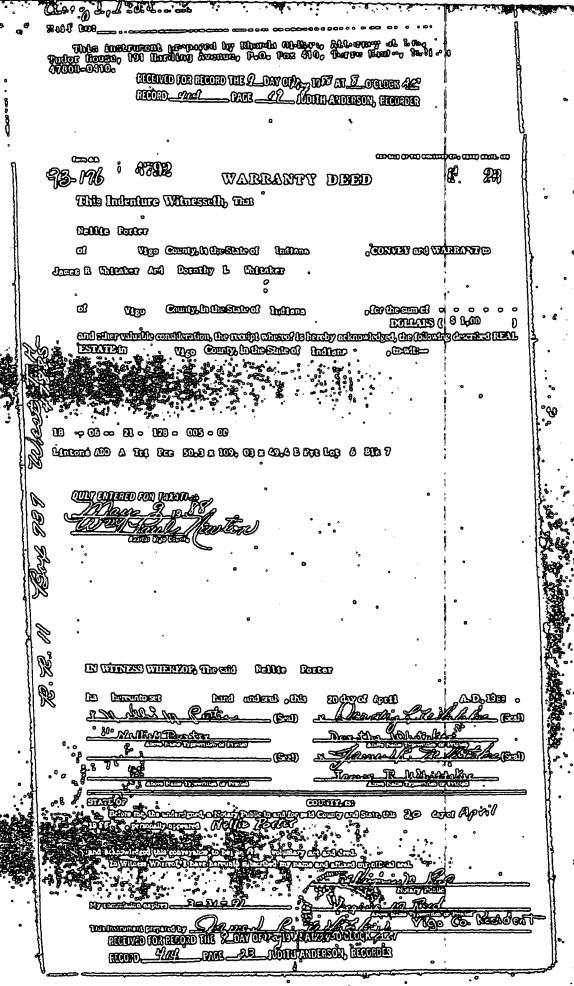
ALL THAT PARCEL of land situate in the City of Terre Haute, County of Vigo and State of Indiana, being all of Lot 7 in Block 7 of Linton's Addition to Terre Haute bounded and described according to a plan of survey made by Henry J. Dorman, Registered Land Surveyor No. 9923, dated June 27, 1977, as follows; VIZ:

COMMENCING at a Vigo County Survey monument at the intersection of the centerline of Locust Street with the centerline of 1st Street; thence South O degrees 12 minutes East, 749.5 feet along the centerline of 1st Street to a point in the prolongation eastwardly of the north line of Lot 6 in Block 7 in of Linton's Addition to Terre Haute; thence West 197.94 feet along said prolongated line and along said North line of Lot 6 to the Northeast corner of Lot 7 in said Block 7, the point of

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law, the real property described in this indenture for the sum of FOUR HUNDRED SIXTY-SIX dollars and SEVENTY-SEVEN. cents, being the amount due on the real property for taxes, special	Ouly entered for taxation this	Received for record thisday of
Nervess, Nellie Porter No. 1909 County	ay of the 1986	19 at
Whereas, NELLIE PORTER Whereas, NELLIE PORTER Whereas, NELLIE PORTER Whereas, NELLIE PORTER Why PAUL NEWTON AUGUST 19 84, signed by MM. PAUL NEWTON AUGUST 19 84, signed by MM. PAUL NEWTON Who at the date of the day of AUGUST 19 84, signed by MM. PAUL NEWTON Who at the date of the law, was Auditor of the County, from which it appears that NELLIE PORTER OR AUGUST 19 84, signed by MM. PAUL NEWTON Who at the date of the law, was Auditor of the County, from which it appears that NELLIE PORTER OR AUGUST 19 84, signed by MM. PAUL NEWTON Who at the date of the law, was Auditor of the County, from which it appears that NELLIE PORTER OR AUGUST 19 84, signed by MM. PAUL NEWTON SEVENTY-SEVEN Cents, being the amount due on the real property for taxes, special assessments, penaltites and coats for the year 19 84 and prior, namely: 18-06-21-128-005-00 LINTONS ADD A TRI PCE 50.3' X 109.03' X 49.4' E PRT LOT 6 BLK 7 Such real property has been recorded in the office of the Vigo County Auditor as delinquent for the non-payment of taxes, and proper notice of the sale has been given. It appearing that NELLIE PORTER Is the owner of the certificate of sale, that the time for redeeming such real property has expired, that the property has legally liable for taxation, and that the real property has been duly assessed and property charged on the duplicate with the taxes and special assessments for the year 19 84 and prior; Therefore, this indenture, made this STM day of May of May 18 MM. PAUL NEWTON Auditor of Vigo County, of the first par and Michael Report of the second part, witnesseth: That the party of the second part, for and in consideration of the premises, has granted and bargained and sold to the party of the second part, for and in consideration of the premises, has granted and bargained and sold to the party of the second part, for and in consideration of the premises, has granted and bargained and sold to the party of the second part, for and in consideration of the premises, has granted and b		o'clockM. and recorded in Book No Page
Whereas, NELLIE PORTER did, on the 35 day of day		
Whereas, NELLIE PORTER Ald, on the About the undersigned, MM. PAUL NEWTON AUGUST 19 B4, signed by MM. PAUL NEWTON AUGUST 19 B4, signed by MM. PAUL NEWTON ALELIE PORTER on he 14TH day of AUGUST 19 84, purchased at public auction, held pursuant to law, the real property described in this indenture for the sum of FOUR HUNDRED SIXTY-SIX dollars and SEVENTY-SEVEN cents, being the amount due on the real property for taxes, special assessments, penalities and costs for the year 19 84 and prior, namely: 18-06-21-128-005-00 LINTONS ADD A TRI PCE 50.3' X 109.03' X 49.4' E PRT LOT 6 BLK 7 Such real property has been recorded in the office of the Vigo County Auditor as delinquent for the non-pay ment of taxes, and proper notice of the sale has been given. It appearing that NELLIE PORTER Is the owner of the certificate of sale, that the time for redeeming such real property has expired, that the property has not been redeemed, that NELLIE PORTER has demanded a deed for the real property described in the certificate of sale, that the real property has been duly assessed and properly changed on the duplicate with the taxes and special assessments for the year 19.84 and prior; Therefore, this indenture, made this Assessments for the year 19.84 and prior; Therefore, this indenture, made this Assessments for the year 19.84 and prior; Therefore, this indenture, made this Assessments for the year 19.84 and prior; Therefore, this indenture, made this Assessments for the year 19.84 and prior; Therefore, this indenture, made this Assessments for the year 19.84 and prior; Therefore, this indenture, made this Assessments for the year 19.84 and prior; Therefore, this indenture, made this Assessments for the year 19.84 and prior; Therefore, this indenture, made this Assessments for the year 19.84 and prior; Therefore, this indenture, made this Assessments for the year 19.84 and prior; Therefore, this indenture, made this Assessments for the year 19.84 and prior; Therefore, this indenture, made this Asse		ll.
Whereas, NELLIE PORTER did, on the Additor of the county of Vigo, in the State of Indiana, a certificate of sale dated the AUGUST 19 84, signed by MM. PAUL NENTON Ale, was Auditor of the County, from which it appears that NELLIE PORTER on the 14TH day of AUGUST 19 84, signed by MM. PAUL NENTON Ale, was Auditor of the County, from which it appears that NELLIE PORTER on the 14TH day of AUGUST 19 84, purchased at public auction, held pursuant to law, the real property described in this indenture for the sum of FOUR HUNDRED SIXTY-SIX dollars and SEVENTY-SEVEN: cents, being the amount due on the real property for taxes, special assessments, penalities and costs for the year 19 84 and prior, namely: 18-06-21-128-005-00 LINTONS ADD A TRI PCE 50.3' X 109.03' X 49.4' E PRT LOT 6 BLK 7 Such real property has been recorded in the office of the Vigo County Auditor as delinquent for the non-payment of taxes, and proper notice of the sale has been given. It appearing that NELLIE PORTER is the owner of the certificate of sale, that the time for redeeming such real property has expired, that the property has not been redeemed, that NELLIE PORTER has demanded a deed for the real property described in the certificate of sale, that the real property has been duly assessed and properly charged on the duplicate with the taxes and special assessments for the year 19.84 and prior; Therefore, this indenture, made this 35 day of flat and prior; Therefore, this indenture, made this 35 day of flat and prior; Therefore, this indenture, made this 35 day of flat and prior; Therefore, this indenture, made this 35 day of flat second part, witnesseth: That the party of the second part, for and in consideration of the premises, has granted and bargained and sold to the party of the second part, for and in consideration of the premises, has granted and bargained and sold to the party of the second part, for and in consideration of the premises, has granted and bargained and sold to the party of the second part, for and in co	My Day 26/	DEED CHY
MM. PAUL NEWTON Auditor of the county of Vigo, in the State of Indiana, a certificate of sale dated the AUGUST 19 84, signed by MM. PAUL NEWTON who at the date of the sale, was Auditor of the County, from which it appears that NELLIE PORTER on the 14TH day of AUGUST 19 84, purchased at public auction, held pursuant to the real property described in this indenture for the sum of FOUR HUNDRED SIXTY-SIX dollars and SEVENTY-SEVEN: cents, being the amount due on the real property for taxes, special assessments, penalities and costs for the year 19 84 and prior, mamely: 18-06-21-128-005-00 LINTONS ADD A TRI PCE 50.3' X 109,03' X 49.4' E PRT LOT 5 8LK 7 Such real property has been recorded in the office of the Vigo County Auditor as delinquent for the non-pay ment of taxes, and proper notice of the sale has been given. It appearing that NELLIE PORTER is the owner of the certificate of sale, that the time for redeeming such real property has expired, that the property described in the certificate of sale, that the records of the Vigo County Auditor's Office state that the real property was legally liable for taxation, and that the real property has been duly assessed and properly charge and on the duplicate with the taxes and special assessments for the year 19 84 and prior; Therefore, this indenture, made this Advanced and a sold to the party of the first part, for and in consideration of the premises, has granted and bargained and sold to the party of the second part, witnesseth: That the party of the first part, for and in consideration of the premises, has granted and bargained and sold to the party of the second part, for and in consideration of the premises, has granted and bargained and sold to the party of the second part, for and in consideration of the premises, has granted and bargained and sold to the party of the second part has been included in the County of Vigo, an State of Indians, namely and more particularly described as follows:	W. T. 71. 47885	
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REAL ESTATE CONTRACT

This Real Estate Contract (hereinafter the "Contract") has been executed and delivered this 2 day of 1987, by and between Machine Tool Service, Inc., an Indiana corporation, (hereinafter the "Seller"), and Paul K. Carson and David E. Carson, as tenants in common and not joint tenants, (hereinafter the "Purchaser").

WITNESSETH:

The Seller hereby sells to the Purchaser and the Purchaser hereby purchases from the Seller, the following described real estate, together with all improvements thereon or belonging thereto, located in Vigo County, Indiana (hereinafter the "Real Estate"), being more particularly described as follows:

Lots 1, 2, 3, 6, 7 and 8 in Block 7 in Linton's Addition, a subdivision of Out Lot 2 of the Original Out Lots of the Town, now City of Terre Haute, in Vigo County, Indiana

all upon the following covenants, terms and conditions:

- 1. Purchase Price and Manner of Payment.
- (a) Purchase Price. The Purchase Price for the Real Estate shall be the sum of Eighty-Five Thousand Dollars (\$85,000.00) (hereinafter the "Purchase Price"), which the Purchaser (jointly and severally, if more than one) agrees to pay to the Seller in accordance with the terms and conditions of this Contract, without relief from valuation and appraisement laws and with reasonable attorneys' fees and costs of collection after default and referral to an attorney for collection.
- (b) Manner of Payment. The Purchase Price shall be paid in the following manner:
 - (1) The sum of Fifteen Thousand Dollars (\$15,000.00) shall be paid upon execution and delivery of this Contract to the Seller by the Purchaser and the Seller acknowledges the receipt of such payment.
 - (2) The remaining unpaid principal balance of the Purchase Price (hereinafter the "Contract Balance") shall be paid to the Seller by the Purchaser, together with interest at the beginning per annum rate of 7.75% or as adjusted during the term of this Contract as provided in the next succeeding paragraph, (hereinafter the "Per Annum Rate"), as follows:

During the period beginning June 2, 1987 inclusive and ending on June 1, 1988, with interest at the beginning Per Annum Rate of 7.75% computed monthly on the unpaid Contract Balance as herein provided, in equal monthly installments of not less than Eight Hundred Forty Dollars Eight Cents (\$840.08) per month, which installment payments shall commence on July 2, 1987, and shall continue on the 2nd day of each successive calendar month thereafter, until the Contract Balance and all accrued interest thereon have been paid in full. Provided, however, the Per Annum Rate shall be adjusted beginning on June 2,

2/2

1988 and every six (6) months thereafter during the term of this Contract to the same rate as then charged by the Terre Haute First National Bank to its prime borrowers. The Contract Balance and interest as adjusted shall be amortized over the remaining term of the Contract on each occasion where an adjustment to the interest rate is made, and paid by the Purchaser monthly in the same fashion as required before the initial adjustment, except for the amount of the monthly payment which will vary with the interest rate change and the Contract Balance to be amortized. This procedure shall be followed each time an adjustment is made in the Per Annum Rate.

- (3) The Purchaser may make prepayments of any amount due hereunder at any time and without penalty or premium. No partial prepayment of the Contract Balance shall relieve the Purchaser from continuing to make scheduled payments as they become due and payable. All payments made by Purchaser, including prepayments, shall be applied first to interest due and payable and the balance, if any, to principal.
- (4) All payments shall be made to the Seller at: 1117 Elm Street, Terre Haute, Indiana 47807 or to such other place or person as the Seller may direct by written notice to Purchaser.

2. Taxes and Insurance.

- (a) Taxes. The Purchaser shall pay the taxes on the Real Estate beginning with the real estate taxes for 1987, due and payable on November 10, 1987, and all installments of taxes payable thereafter. The Seller covenants and agrees to pay prior to delinquency, all prior real estate taxes on the Real Estate. The Purchaser, upon written notice to the Seller and at the Purchaser's expenses, may contest on the Seller's and Purchaser's behalf, any changes of the assessed valuation of the Real Estate. The Seller shall forward or cause to be forwarded to the Purchaser a copy of all statements for real estate taxes on the Real Estate payable by the Purchaser, as received, and the purchaser shall provide to the Seller upon request evidence of payment of such taxes.
- (b) Assessments. The Purchaser shall pay all assessments for municipal and other improvements becoming a lien after the date of this Contract. The Seller covenants and agrees to pay all such assessments becoming a lien prior to such date.
- (c) Insurance. The Purchaser agrees to procure and maintain fire and extended coverage insurance with a responsible insurer upon all improvements on the Real Estate, in an amount not less than the Contract Balance or the full extent of Purchaser's insurable value, whichever is less (hereinafter the "Required Insurance"). The Required Insurance shall be issued in the names of the Purchaser and the Seller, as their respective interests may appear, and shall provide that the insurer may not cancel or materially change coverage without thirty (30) days prior written notice to the Seller. The Purchaser shall provide the Seller with such proof of insurance coverages as the Seller from time to time shall reasonably request. Except as otherwise may be agreed in writing, any insurance proceeds received as payment for any loss of or damage to

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the Real Estate covered by Required Insurance shall be applied to restoration and repair of the loss or damage in such fashion as the Seller may reasonably require, unless such restoration and repair is not economically feasible or there exists an uncured Event of Default by the Purchaser under this Contract on the date of receipt of such proceeds, in either of which events, the proceeds may be applied, at the Seller's option, toward prepayment of the Contract Balance, with any excess to be paid to the Purchaser.

- (d) Payment by Seller. Upon failure of the Purchaser to pay taxes or assessments on the Real Estate or to provide insurance as required under this Contract, the Seller, upon written notice to the Purchaser, may pay such taxes or assessments or obtain and maintain such insurance and add the costs thereof to the Contract Balance.
- 3. Possession. The Seller shall give the Purchaser full and complete possession of the Real Estate, and the right to any rental income therefrom (which shall be prorated as of the date of possession), on the date of the execution of the Contract.

4. Evidence of Title.

The Seller has furnished the Purchaser with evidence of title to the Real Estate, satisfactory to the Purchaser, which shows a merchantable title to the Real Estate in the Seller, as of the date thereof. Any further evidence or assurance of title shall be obtained at the expense of the Purchaser. The Seller shall have the right to retain possession of any abstract of title to the Real Estate until the entire Purchase Price, and all accrued interest thereon, has been paid in full.

- 5. Warranties of Seller. The Seller hereby warrants that the Seller has good and merchantable title to the Real Estate, free and clear of any and all liens, leases, restrictions and encumbrances, except as follows:
 - (i) Easements and restrictions of record as disclosed in the Abstract of Title; and,
 - (ii) Current real estate taxes not yet delinquent.

The Seller further represents and warrants the following as of the date hereof: The Seller has made no contract to sell all or a part of the Real Estate to any person other than the Purchaser; the Seller has not given to any person an option, which is presently exercisable, to purchase all or or any part of the Real Estate; there are no unpaid claims for labor done upon or materials furnished for the Real Estate in respect of which liens have been or may be filed; the improvements upon the Real Estate are all located entirely within the bounds of the Real Estate, and there are no encroachments thereon; there are no existing violations of zoning ordinances or other restrictions applicable to the Real Estate; there is no judgment of any court of the State of Indiana or of any court of the United States that is or may become a lien on the Real Estate; and the Seller is neither principal nor surety on any bond payable to the State of Indiana.

6. Seller's Right to Mortgage the Real Estate. The Seller shall have the right, without the Purchaser's consent to encumber the Real Estate with a mortgage. Any such mortgage by its terms shall be subordinated to the rights of the Purchaser under this Contract. In all events, the balance due in respect of any such mortgage at no time shall exceed the unpaid balance of the Purchase Price. If the Seller encumbers the Real Estate by a

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mortgage, or the Real Estate is on the date of this Contract so encumbered, and the Seller defaults thereunder, the Purchaser shall have the right to cure such default and to deduct the cost thereof from the next payment or payments due under this Contract. The Seller shall pay all amounts due under any such mortgage when due and shall pay, discharge and obtain the release of any such mortgage upon the Purchaser's payment in full of the Contract Balance and all interest accrued thereon.

- 7. Transfer of Purchaser's Interest—Condemnation. The Purchaser's interest in this Contract and the Purchaser's interest in the Real Estate may not be sold, assigned, pledged, mortgaged, encumbered or transferred by the Purchaser without the written consent of the Seller. If the Real Estate or any part thereof is taken or damaged pursuant to an exercise or threat of exercise of the power of eminent domain, the entire proceeds of the award or compensation payable in respect of the part so taken or damaged are hereby assigned to and shall be paid directly to the Seller. Such proceeds shall be applied, at the Seller's option and without premium, in part or entirely as a prepayment of the Contract Balance or to restoration of the Real Estate; provided, however, that if by electing to apply part of any such award or compensation against the Contract Balance, the Contract Balance is paid in full, then the Seller shall pay the balance to the Purchaser.
- 8. Mechanic's Liens. The Purchaser shall not permit any Statement of Intention to hold a Mechanic's Lien to be filed against the Real Estate nor against any interest or estate therein by reason of labor, services or materials claimed to have been performed or furnished to or for the Purchaser. If such Statement of Intention to hold a Mechanic's Lien shall be filed, the Seller, at Seller's option, may compel the prosecution of an action for the foreclosure of such Mechanic's Lien by the lienor. If any such Statement of Intention to hold a Mechanic's Lien shall be filed and an action commenced to foreclose the lien, the Purchaser, upon demand by the Seller, shall cause the lien to be released at the Purchaser's expense by the filing of a written undertaking with a surety approved by the Court and obtaining an order from the Court releasing the property from such lien. Nothing in this instrument shall be deemed or construed to constitute, consent to, or a request to any party for, the performance of any labor or services or the furnishing of any materials for the improvement, alteration or repairing of the Real Estate, nor as giving the Purchaser the right or authority to contract for, authorize or permit the performance of any labor or services or the furnishing of any material that would permit the attaching of a valid mechanic's lien.
- 9. Indemnification and Release. Regardless of whether or not separate, several, joint or concurrent liability may be imposed upon the Seller, the Purchaser shall indemnify and hold harmless the Seller from and against all damages, claims and liability arising from or connected with the Purchaser's control or use of the Real Estate, including without limitation, any damage or injury to person or property. This indemnification shall not include any matter for which the Seller is effectively protected against by insurance. If the Seller without fault, shall become a party to litigation commenced by or against the Purchaser, then the Purchaser shall indemnify and hold the Seller harmless. The indemnification provided by this paragraph shall include all legal costs and attorneys' fees incurred by the Seller in connection with any such claim, action or proceeding. The Purchaser hereby releases the Seller from all liability for any accident, damage or injury caused to person or property on or about the Real Estate excepting liability of the Seller for the Seller's negligence and notwithstanding whether such acts or omissions be active or passive.

- (a) Use. The Real Estate may be rented, leased or occupied by persons other than the Purchaser without obtaining the consent of the Seller, provided, however, any leasehold estate shall be in writing and shall be subordinated to the rights of the Seller under this Contract. Any leasehold estate shall be subject to the terms and conditions of this Contract. None of the improvements now or hereafter located on the Real Estate shall be materially changed, remodeled, or altered without the prior written consent of the Seller. No additional improvements shall be placed on the Real Estate without the prior written consent of the Seller. The Purchaser, at the Purchaser's expense, shall use the Real Estate and the improvements thereon carefully and shall keep the same in good repair. The Purchaser shall not commit waste on the Real Estate and, with respect to occupancy and use of the Real Estate, shall comply with all laws, ordinances, and regulations of any governmental authority having jurisdiction thereof.
- (b) Seller's Right of Inspection. Until the Purchase Price and all interest thereon is paid in full, the Seller from time to time and at reasonable times, peaceably may enter and inspect the Real Estate.
- (c) Purchaser's Responsibility for Accidents. The Purchaser hereby assumes all risk and responsibility for accident, injury or damage to person and property arising from the Purchaser's use and control of the Real Estate and the improvements thereon. The Purchaser shall insure such risk by carrying standard liability insurance, in such amounts as are satisfactory to the Seller, insuring the Seller's liability as well as the Purchaser's.
- 11. Default and Acceleration. It is expressly agreed by the Purchaser that time is of the essence of this Contract. Upon the occurrence of any Event of Default, as hereinafter defined, and at any time thereafter the entire Contract Balance, and all accrued, unpaid interest thereon, shall, at the option of the Seller, become immediately due and payable without any notice, presentment, demand, protest, notice of protest, or other notice or dishonor or demand of any kind, all of which are hereby expressly waived by the Purchaser, and the Seller shall have the right to pursue immediately any and all remedies, legal or equitable, as are available under applicable law to collect such Contract Balance and accrued interest, to foreclose this Contract, and as may be necessary or appropriate to protect the Seller's interest under this Contract and in and to the Real Estate. The following shall each constitute an "Event of Default" for purposes of this Contract:
 - (a) Default by the Purchaser for a period of 15 days in the payment of (i) any installment of the Purchase Price when due under the terms of this Contract, (ii) any installment of real estate taxes on the Real Estate or assessment for a public improvement which by the terms of this Contract are payable by the Purchaser, or (iii) any premium for insurance required by the terms of this Contract to be maintained by Purchaser;
 - (b) Default, for a period of 30 days after written notice thereof is given to Purchaser, in the performance or observation of any other covenant or term of this Contract;

- (c) Encumbrance of the Real Estate or any part thereof, other than as expressly permitted by this Contract, or the making of any levy, seizure or attachment thereof or thereon or a substantial, uninsured loss of any part of the Real Estate.
- (d) Purchaser (i) institutes or consents to any proceedings in insolvency, or for the adjustment, liquidation, extension or composition or arrangement of debts or for any other relief under any insolvency law or laws relating to the relief or reorganization of debtors, (ii) files an answer admitting bankruptcy or insolvency or in any manner is adjusted insolvent, or (iii) makes an assignment for the benefit of creditors or admits in writing inability to pay debts as they become due; provided however, this paragraph (d) shall not apply to any proceedings in bankruptcy.
- (e) Any part of the Real Estate or all or a substantial part of the property or assets of the Purchaser is placed in the hands of any receiver, trustee or other officers or representatives of any court, or the Purchaser consents, agrees or acquiesces to the appointment of any such receiver or trustee;
 - (f) Desertion or abandonment of the Real Estate, or any part thereof, by the Purchaser;
- (g) Actual or threatened alteration, demolition or removal of any improvements which are a part of the Real Estate, except as expressly allowed by the terms of this Contract;
- (h) Sale, transfer, conveyance or other disposition of the Purchaser's interest in this Contract or the Purchaser's interest in the Real Estate, or any part thereof, without the Seller's prior written consent.

In the event the Purchaser deserts or abandons the Real Estate or commits any other willful breach of this Contract which materially diminishes the security intended to be given to the Seller under and by virtue of this Contract, then, it is expressly agreed by the Purchaser that, unless the Purchaser shall have paid more than Fifteen Thousand Dollars (\$15,000.00) of the Purchase Price, the Seller may, at the Seller's option, cancel this Contract and take possession of the Real Estate and remove the Purchaser therefrom, or those holding or claiming under Purchaser without any demand and to the full extent permitted by applicable law. In the event of the Seller's cancellation upon such default by the Purchaser, all rights and demands of the Purchaser under this Contract and in and to the Real Estate shall cease and terminate and the Purchaser shall have no further right, title or interest, legal or equitable, in and to the Real Estate and the Seller shall have the right to retain all amounts paid by the Purchaser toward the Purchase Price as an agreed payment for the Purchaser's possession of the Real Estate prior to such default. Such retention shall not bar the Seller's right to recover damages for unlawful detention of the Real Estate after default, for any failure to pay taxes or insurance, for failure to maintain the Real Estate at any time, for waste committed thereon or for any other damages suffered by the Seller, including reasonable attorneys' fees incurred by the Seller in enforcing any right hereunder or in removing any encumbrance on the Real Estate made or suffered by the Purchaser.

All of the Seller's remedies shall be cumulative and not exclusive. Failure of the Seller to exercise any remedy at any time shall not operate as a waiver of the right of the Seller to exercise any remedy for the same or any subsequent default at any time thereafter.

- Upon payment by the Purchaser of the Purchase Price in full, with all interest accrued thereon, and the performance by the Purchaser of all covenants and conditions which by the terms of this Contract are to be performed by the Purchaser, the Seller agrees and covenants to convey the Real Estate to the Purchaser by General Warranty Deed, subject only to easements and restrictions of record as of the date of this Contract; to the rights of persons in possession; to the lien of all taxes and assessments payable by the Purchaser hereunder; and to any other encumbrances which, by the terms of this Contract, are to be paid by Purchaser.
- 13. Bulk Plant. It is understood and agreed by and between the parties that in the event of any spillages or leaks occurring on said premises, it shall be the responsibility of Purchaser to immediately remove any oil, chemicals, gasoline or the like and restore said premises to their present condition.
- 14. General Agreement of Parties. This Contract shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties. When applicable, use of the singular form of any word also shall mean or apply to the plural. Any notices to be given hereunder shall be deemed sufficiently given when (a) actually served on the person to be notified, or (b) placed in an envelope directed to the person to be notified at the following address and deposited in the United States mail by certified or registered mail, postage prepaid.
 - If to the Seller, at the address which payments to the Seller are to be made.
 - If to the Purchaser, at Eight--Commerce Drive, P. O. Box 55, Troy, IN 47588.

Such addresses may be changed by either party by written advice as to the new address delivered to the other party as above provided.

Whenever consent is required of either party hereunder for the occurrence of any act, such consent shall not unreasonably be withheld.

- 15. Entire Agreement. This Contract expresses the entire understanding of the Seller and Purchaser with respect to the transactions herein contemplated and may not be amended or modified except by written instrument signed by the Seller and Purchaser hereto.
- 16. Recording. This Contract may be recorded by the Purchaser, at the Purchaser's expense.
- 17. Corporate Authority. The undersigned persons executing this Real Estate Contract on behalf of the Seller represent and certify that they are duly elected officers of the Seller and have been fully empowered, by proper resolution of the Board of Directors of the Seller to execute and deliver this Contract; that the Seller has full corporate capacity to enter into this Real Estate Contract; and, that all necessary corporate action

for the making of the Real Estate Contract has been taken and done.

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